

Agenda Item Form

Agenda Date: 8/03/04

Districts Affected: 2

Dept. Head/Contact Information: Patrick T. Abeln-Director of Aviation-780-4724

Type of Agenda Item:

- ☒ Resolution
- ☐ Tax Installment Agreements
- ☐ RFP/ BID/ Best Value Procurement
- ☐ Application for Facility Use
- ☐ Interlocal Agreements
- ☒ Other Lessor's Approval of Assignment

- ☐ Staffing Table Changes
- ☐ Tax Refunds
- ☐ Budget Transfer
- ☐ Bldg. Permits/Inspection
- ☐ ~~Contract/Lease Agreement~~

- ☐ Board Appointments
- ☐ Donations
- ☐ Item Placed by Citizen
- ☐ Introduction of Ordinance
- ☐ Grant Application

Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: _____ Months)
- ☐ Other Source: N/A

Legal:

- ☒ Legal Review Required Attorney Assigned (please scroll down): Sylvia Firth ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

Computer Labs, Inc. has contracted with the Lessee to acquire the improvements and relocate its operations to the Butterfield Trail Industrial Park. The current rental is \$18,616.50 per year.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

N/A

Statutory or Citizen Concerns:

NONE

Departmental Concerns:

NONE

ITEM: Lessor's Approval of Assignment from W2001 TBT Real Estate Limited Partnership (Lessee) to Computer Labs, Inc. (Assignee) for the property located at #3 Butterfield Trail.



El Paso International Airport

TO: Mayor Joe Wardy
Jim Martinez, CAO
City Council Representatives

FROM: Patrick T. Abeln, A.A.E.
Director of Aviation

DATE: July 29, 2004

RE: **LESSOR'S APPROVAL OF ASSIGNMENT - W2001 TBT REAL ESTATE LIMITED PARTNERSHIP (LESSEE) TO COMPUTER LABS, INC. (ASSIGNEE)**
8-3-04 CONSENT AGENDA ITEM #

BACKGROUND:

W2001 TBT Real Estate Limited Partnership acquired the property located at #3 Butterfield Trail from TIAA Realty, Inc. on June 15, 2004. The leased premises consists of approximately 132,000 square feet of land and is described as follows:

#3 Butterfield Trail. Portions of Lots 4 and 5, Block 6, Butterfield Trail Industrial Park, Unit One, Replat "A", City of El Paso, El Paso County, Texas.

The Butterfield Trail Industrial Park Lease was entered into on March 1, 1983 for a term of forty years, expiring February 28, 2023 and contains one 10-year option during which period the rent will be adjusted to a full 8% of the fair market value without adjustment limitations. The site is improved with administrative offices occupied by various subtenants. The current rental \$18,616.50 per annum (\$0.14/sq. ft.) with the next increase due March 1, 2013 to 8% of the fair market value and capped at 20%.

ANALYSIS:

Computer Labs, Inc. is a small, locally owned and operated business incorporated in 1994. Their offices are located at 1462 Lionel and provide the following:

- (1) Accredited educational vocational training institute.
- (2) Network-consulting and computer/printer services.
- (3) Corporate training specializing in small classroom instruction or "Short Course Training" i.e. router and server training and currently have contracts with both Ft. Bliss and WSMR in providing this training.

Computer Labs, Inc. has contracted with the Lessee to acquire the improvements and relocate its operations to Butterfield Trail Industrial Park.

RECOMMENDATION:

The Department of Aviation staff has reviewed the financial and formation documents, and the City Attorney's office has approved the assignment document as to form and the Airport Advisory Board recommends approval of this Lessor's Approval of Assignment. This item has been placed on the City Council agenda of August 3, 2004 for your consideration.

Attachment

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor"), W2001 TBT Real Estate Limited Partnership ("Assignor") and Computer Labs, Inc. ("Assignee") for the property described as portions of Lots 4 and 5, Block 6, Butterfield Trail Industrial Park, Unit One, Replat "A", City of El Paso, El Paso County, Texas, municipally known and numbered as #3 Butterfield Trail, El Paso, Texas.

ADOPTED this the 3rd day of August 2004.

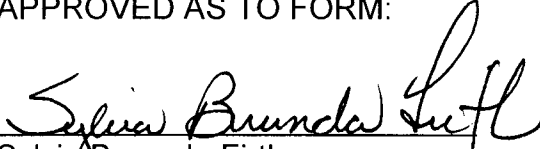
THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

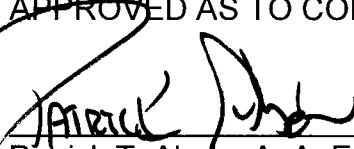
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Sylvia Borunda Firth
Assistant City Attorney

APPROVED AS TO CONTENT:



Patrick T. Abeln, A. A. E.
Director of Aviation

ORIGINATING DEPARTMENT: AIRPORT

STATE OF TEXAS

§

COUNTY OF EL PASO

§

LESSOR'S APPROVAL OF ASSIGNMENT

The City of El Paso ("Lessor") entered into a Butterfield Trail Industrial Park Lease dated March 1, 1983, between the Lessor and Kasco Venture Butterfield 4, as amended by that certain First Amendment to Lease dated February 21, 1984; and by that certain Second Amendment to Lease dated May 8, 1984; and that certain Third Amendment to Lease dated July 31, 1984; subsequently assigned to Kasco Ventures, Inc. consented to on April 14, 1986; subsequent possession effective July 2, 1991 was pursuant to Article IX, Section 9.03 of the Lease, by Teachers Insurance and Annuity Association of America and assigned December 15, 1998 to TIAA Realty, Inc. and assigned on June 15, 2004 to W2001 TBT Real Estate Limited Partnership ("Assignor") (hereafter referred to collectively as the "Lease") covering the following described leased premises:

Portions of Lots 4 and 5, Block 6, Butterfield Trail Industrial Park, Unit One, Replat "A", City of El Paso, El Paso County, Texas, municipally known and numbered as #3 Butterfield Trail, El Paso, Texas ("Premises").

1. **CONSENT TO ASSIGNMENT.** Lessor hereby approves and consents to the assignment of the Assignor's interest in the Lease from Assignor to Computer Labs, Inc., a Texas corporation, ("Assignee") on the condition that Assignee assumes and becomes liable to pay any and all sums owing or becoming due Lessor under terms of the Lease from and after the effective date of the assignment of the Lease to Assignee, and upon the further condition that Assignee agree to accept and abide by all the terms, covenants, and conditions of the Lease.

This consent releases Assignor from any liability or responsibility under the Lease as of the effective date of the assignment. Assignor will not be responsible to Lessor for any default or breach on the part of Assignee. This consent will not be construed as a waiver of any rights Lessor may have by reason of the past performance of Assignor, nor as an estoppel of the assertion of any rights by Lessor against Assignor. No provision of this consent alters or modifies any of the terms and conditions of the Lease.

2. **PROOF OF INSURANCE AND INDEMNIFICATION.** Assignee has provided a certificate of insurance to evidence compliance with the insurance requirements of the Lease and expressly agrees to be bound by the indemnification provisions contained in the Lease.

3. **RATIFICATION OF AGREEMENT.** No provision of this consent alters or modifies any of the terms and conditions of the Lease. Except as expressly modified herein, all terms and conditions of the Lease shall remain in full force and effect.

4. **ADDRESS FOR NOTICE.** Notices to Assignee shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Computer Labs, Inc. _____

ATTN: Ruben Lopez

6. **AUTHORIZED REPRESENTATIVE.** The person signing this Lessor's Approval of Assignment on behalf of the Assignee represents and warrants that he or she has the authority legally to bind the Assignee to the provisions of this Lessor's Approval of Assignment.

7. **NON-WAIVER.** The Lessor's Approval of Assignment hereby given by Lessor shall not end the need for Lessor's consent for any future assignments.

8. **EFFECTIVE DATE.** Regardless of the date signed, this Lessor's Approval of Assignment shall be effective as of **August 1, 2004.**

The parties have executed this Lessor's Approval of Assignment hereto this 3rd day of August 2004.

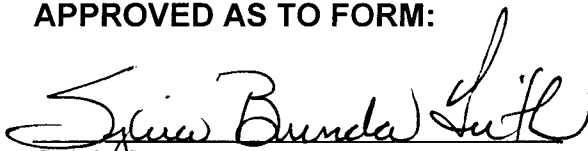
ATTEST:

LESSOR: CITY OF EL PASO:


Richarda Duffy Momsen
City Clerk

Joe Wardy
Mayor

APPROVED AS TO FORM:



Sylvia Borunda Firth
Assistant City Attorney

APPROVED AS TO CONTENT:


Patrick T. Abeln, A.A.E.
Director of Aviation


(SIGNATURES CONTINUE ON FOLLOWING PAGE)

ATTEST:

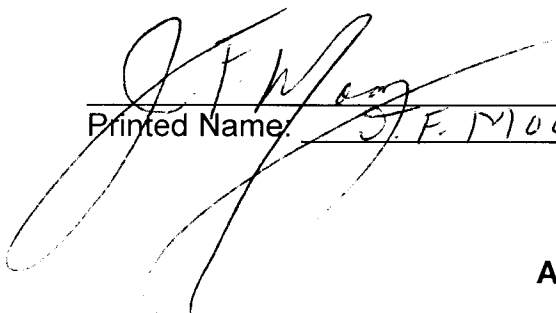

Printed Name: SANDRA WAUGH

ASSIGNOR: W2001 TBT REAL ESTATE
LIMITED PARTNERSHIP, A
DELAWARE LIMITED
PARTNERSHIP


By: W2001 TBT Gen-Par, L.L.C.,
general partner


Printed Name: ERNEST O. PERRY III
Title: Vice President

ATTEST:


Printed Name: J.F. MOUNSEY

ASSIGNEE: COMPUTER LABS, INC.


Printed Name: Robert Zopp
Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of August 2004, by
Joe Wardy as Mayor of the City of El Paso, Texas ("Lessor").

My Commission Expires: _____

Notary Public, State of Texas

(ACKNOWLEDGMENTS CONTINUE ON FOLLOWING PAGE)

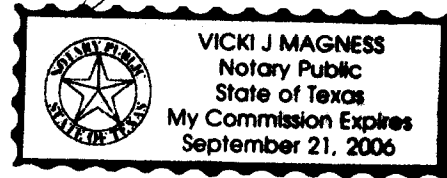
ACKNOWLEDGEMENT

THE STATE OF Texas)
COUNTY OF Dallas)

This instrument was acknowledged before me on this 26th day of ~~August~~ ^{July}, 2004, by Ernest D. Perry as Vice President of W2001 TBT Gen-Par, L.L.C., general partner ("Assignor").

My Commission Expires:
9-21-06

[Signature]
Notary Public, State of Texas



ACKNOWLEDGEMENT

THE STATE OF Texas)
COUNTY OF El Paso)

This instrument was acknowledged before me on this 27th day of July, 2004, by Ruben Lopez as President of COMPUTER LABS, INC. A Texas corporation ("Assignee").

My Commission Expires:
November 12, 2006

[Signature]
Notary Public, State of Texas

